IN THE UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MISSOURI EASTERN DIVISION

MAZEN OWYDAT, et al.,)
d/b/a West Florissant BP, f/k/a West)
Florissant Amoco,)
Petitioner/ Plaintiff,) Case No. 4:20-CV-388-NAB
VS.)
BOARD OF ADJUSTMENT OF THE CITY OF ST. LOUIS, MISSOURI, et al.,)))
Respondents/Defendants.)

AFFIDAVIT OF SALEH ALKHAFAJI

COMES NOW Saleh Alkhafaji, being first duly sworn upon his oath, states as follows:

- 1. I am over the age of 21 and I have personal knowledge of the facts recited herein.
- 2. I am a partner doing business as West Florissant BP, formerly known as West Florissant Amoco.
- 3. West Florissant BP owns and operates a BP gas station and convenience store (the "Store") at 4126 W. Florissant Avenue, located in the City of St. Louis, Missouri.
- 4. On or about February 5, 2020, West Florissant BP received a Notice of Condemnation for Occupancy from the City of St. Louis Department of Public Safety.
- 5. On or about January 15, 2021, nearly one year after the issuance of the February 5, 2020 Notice, City of St. Louis Building Officials, accompanied by armed police officers, entered the Store, removed West Florissant BP's validly issued Business License, and ordered West Florissant to cease operations.
- 6. Complying with the City of St. Louis' order to cease operations will impose undue hardship on West Florissant BP.

- 7. West Florissant BP employs five employees and pays those employees a monthly salary, and those employees will have to be laid off during a period of heavy unemployment.
- 8. Just prior to January 15, 2021, West Florissant BP refilled its gas tanks, and must sell such gas in order to pay the gas company's invoice, and if the gas cannot be sold in a timely manner, it will spoil and the State of Missouri will require the tanks to be pumped out and cleaned.
- 9. Just prior to January 15, 2021, West Florissant BP restocked its inventory, at a cost of several thousand dollars, and many of the items are perishable and will spoil.
- 10. West Florissant BP is required to continue to pay for its supply contracts, utilities, insurance bill, and security costs.
- 11. West Florissant BP will not be able to meet the financial obligations described above if required to comport with the City of St. Louis' order to cease operations, and will have to close the Store permanently, which likely will lead to bankruptcy for the partnership.
- 12. Exhibit 1 to Plaintiff's Motion for Temporary Restraining Order and Memorandum in Support is a true and accurate copy of the Certificate of Occupancy and Zoning issued to West Florissant Amoco in February 1999.
- 13. Exhibit 3 to Plaintiff's Motion for Temporary Restraining Order and Memorandum in Support is a true and accurate copy of the City's April 10, 2019 letter.
- 14. Exhibit 4 to Plaintiff's Motion for Temporary Restraining Order and Memorandum in Support is a true and accurate copy of the City's April 18, 2019 letter.
- 15. Exhibit 5 to Plaintiff's Motion for Temporary Restraining Order and Memorandum in Support is a true and accurate copy of the February 5th, 2020 Notice of Condemnation for Occupancy.

FURTHER, AFFIANT SAITH NAUGHT.

BY:	Saleh Alkharist.	
	Snloh Alkhufaji	

Sworn and subscribed to before me on this /9 day of 6, in the year 2021.

Joseph Public

My Commission Expires:

03-10-2022

JODI L. WHALEY
Notary Public, Notary Seal
State of Missouri
Jefferson County
Commission # 14757266
My Commission Expires 03-10-2022

Respectfully submitted,

CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.

/s/ Helmut Starr

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Certificate of Service

I hereby certify that on January 2021, the foregoing was electronically filed with the Clerk of the Court to be served by operation of the Court's electronic filing system.

/s/ Helmut Starr